

# **EXHIBIT B**

PARAGON COMPONENT  
SYSTEMS, LLC,

Plaintiff,

V.

QUALTIM, INC., CENTER FOR  
BUILDING INNOVATION, LLC,  
DRJ ENGINEERING, LLC,  
INSPIRED PURSUITS, LLC,  
KIRK GRUNDAHL, and  
SUZANNE GRUNDAHL,

Defendants.

Case No.: 1:24-cv-00246-CEA-CHS

**PLAINTIFF PARAGON COMPONENT SYSTEMS, LLC'S FIRST SET OF REQUESTS  
FOR ADMISSION TO DEFENDANTS**

Under Federal Rule of Civil Procedure 26 and 34, Plaintiff Paragon Component Systems, LLC provides its First Requests for Admission to Defendants.

### Instructions

Defendants shall respond to these requests for admission in compliance with the Federal Rules of Civil Procedure, applicable local rules of court and scheduling orders, and all other applicable rules and laws.

## Definitions

“Defendants” or “You” means, collectively, Kirk Grundahl and Suzanne Grundahl individually and each of Qualtim, Inc., Center for Building Innovation, LLC, DrJ Engineering, LLC, and Inspired Pursuits, LLC and all parents, subsidiaries, affiliates, and related companies to any of the foregoing and all owners, employees, members, directors, officers, agents, contractors, consultants, and representatives of any of the foregoing, and any other entities that may be later

named as defendants in the present litigation. Each of the Defendants individually may be referenced herein as a Defendant.

“Authentic” with respect to a document means that it is a genuine copy of the original document that it is claimed to be and, further, that Defendants have no factual basis to dispute that the document, regardless of format (original, photocopied, scanned, copied), is consistent with the original without material alteration, and have no factual basis to contend the document is fake.

“Paragon” or “Plaintiff” means Paragon Component Systems, LLC.

“Paragon Truss Software” means all software, including all computer programs, computer applications, source code, object code, application programming interfaces, software architecture, functionality, design, and user interfaces, and all software versions of each of the foregoing, and all user and developer documentation describing any of the foregoing, that are (1) used in or made available to customers through [www.paragontruss.com](http://www.paragontruss.com) or [www.trusspal.com](http://www.trusspal.com) or (2) authored in part or in whole by Paragon or its employees, agents, consultants, contractors, members, or officers or (3) owned by Paragon (not including any software owned by third persons that is licensed by Paragon, such as Microsoft Office software).

“Paragon Truss Marks” means all trademarks, service marks, and trade dress that are used in commerce as a source identifier of Paragon to sell, offer for sale, promote, advertise, market, or distribute the Paragon Truss Software or any portion thereof, including without limitation software names, logos, non-functional looks and feels of user interfaces, screen displays, and distinctive colors and designs as well as the wordmarks “Paragon Truss” and “Truss Pal” and any associated design marks.

### **Requests for Admission**

1. Admit that none of the Defendants wrote any of the source code included in the Paragon Truss Software.
2. Admit that none of the Defendants designed any of portion of the source code included in the Paragon Truss Software.
3. Admit that none of the Defendants possesses or has access to any of the source code included in the Paragon Truss Software.
4. Admit that none of the Defendants is an author of any copyrightable software code in the Paragon Truss Software.
5. Admit that none of the Defendants has an ownership interest in any copyright rights in the Paragon Truss Software.
6. Admit that none of the Defendants conceived of any inventions in the Paragon Truss Software.
7. Admit that none of the Defendants has an ownership interest in any patent rights in the Paragon Truss Software.
8. Admit that none of the Defendants used any of the Paragon Truss Marks in commerce to sell, offer for sale, advertise, market, sponsor, endorse, or distribute the Paragon Truss Software.
9. Admit that none of the Defendants created any of the Paragon Truss Marks.
10. Admit that none of the Defendants has an ownership interest in any state or federal trademark rights in the Paragon Truss Software.
11. Admit that none of the Defendants assigned any ownership interest in their trade secrets to Paragon.

12. Admit that none of the Defendants licensed any of their trade secrets to Paragon.
13. Admit that Paragon did not misappropriate any trade secrets from any of the Defendants.
14. Admit that none of the Defendants has an ownership interest in any state or federal trade secret rights in the Paragon Truss Software.
15. Admit that none of the Defendants entered into any written contractual agreement with Paragon in which Paragon assigned, sold, transferred, licensed, or sublicensed to the Defendant any copyright rights, trademark rights, patent rights, or trade secret rights in the Paragon Truss Software.
16. Admit that none of the Defendants entered into any written contractual agreement with Paragon in which any Defendant assigned, sold, transferred, licensed, or sublicensed to Paragon any copyright rights, trademark rights, patent rights, or trade secret rights in the Paragon Truss Software.
17. Admit that no Defendant owns any right, title, or interest in or to the Paragon Truss Software, including without limitation any copyright rights, trademark rights, patent rights, federal trade secret rights, or Tennessee state trade secret rights in the Paragon Truss Software.
18. Admit that Paragon is the sole and exclusive owner of all right, title, and interest in and to the Paragon Truss Software, including all copyright rights, trademark rights, patent rights, federal trade secret rights, Tennessee state trade secret rights, and all other property rights under federal or state law in the Paragon Truss Software.
19. Admit that the document filed as Document 1-8 in this action is authentic.
20. Admit that the document filed as Document 1-9 in this action is authentic.
21. Admit that the document filed as Document 1-10 in this action is authentic.

22. Admit that the document filed as Document 1-11 in this action is authentic.
23. Admit that the document filed as Document 1-12 in this action is authentic.
24. Admit that the document filed as Document 1-13 in this action is authentic.
25. Admit that the document filed as Document 1-14 in this action is authentic.
26. Admit that the document filed as Document 1-15 in this action is authentic.
27. Admit that the document filed as Document 1-16 in this action is authentic.
28. Admit that the document filed as Document 1-17 in this action is authentic.

Respectfully submitted December 3, 2024.

**MILLER & MARTIN PLLC**

/s/James T. Williams

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*Counsel for Plaintiff Paragon Component  
Systems, LLC*

**CERTIFICATE OF SERVICE**

I certify that on December 3, 2024 a copy of the foregoing **Plaintiff's First Set of Requests for Admission to Defendants** is being served on all counsel of record via email.

**MILLER & MARTIN PLLC**

/s/James T. Williams

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Systems, LLC*